

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Superspeed Golf, LLC, an Illinois limited liability company,)	
Plaintiff,)	
v.)	Case No. 21-cv-_____
Shenzhen Konday Sports Co., Ltd.)	
Defendant.)	

COMPLAINT

Plaintiff, Superspeed Golf, LLC, an Illinois limited liability company, complains of Shenzhen Konday Sports Co., Ltd., stating:

Parties, Jurisdiction, and Venue

1. Superspeed Golf, LLC (“Superspeed”) is an Illinois limited liability company. It does business in Illinois and throughout the world. Superspeed provides golf (and other sports) training products under its SUPERSPEED GOLF mark.
2. Shenzhen Konday Sports Co., Ltd. (“Konday”) holds itself out to be a Chinese manufacturer and seller of golf-related goods to U.S. customers on Alibaba.com.
3. This Court has original subject matter jurisdiction over the claims in this action under the Lanham Act, 15 U.S.C. § 1051, et seq., 28 U.S.C. § 1338(a)–(b), and 28 U.S.C. § 1331. It also has jurisdiction over the claims arising under the laws of the State of Illinois pursuant to 28 U.S.C. § 1367(a), because the state law claims are so related to the federal claims that they form part of the same case or controversy and derive from a common nucleus of operative facts.

4. This Court has personal jurisdiction over the Defendant, in it conducts significant business in Illinois and in this Judicial District, and the acts and events giving rise to this lawsuit, of which Defendant stands accused, were undertaken in Illinois and within this Judicial District.

5. Venue is proper in this Court pursuant to 28 U.S.C. § 1391, since Defendant directly targets consumers in the United States, including Illinois, through the fully interactive, commercial Internet stores operating on www.alibaba.com. Defendant targets sales from Illinois residents by operating online stores that offer shipping to the United States, including Illinois, accepts payment in U.S. dollars and, on information and belief, has sold, and continues to sell counterfeit products that infringe Plaintiffs' trademarks. Defendant is committing tortious acts, is engaging in interstate commerce, and has wrongfully caused substantial injury in the State of Illinois.

Facts Common to All Counts

6. This action has been filed to combat online trademark infringement.

7. Superspeed has a well-established business that includes its golf training apparatuses and related training. The company also engages in research and development for various sports performance products including tennis, golf, and baseball to increase their customers' performance.

8. The idea for Superspeed Golf came in the fall of 2012 when the team behind the brand witnessed training concepts used by baseball pitchers and immediately began research on how these same concepts could be applied to the golf swing.

9. This led to the SUPERSPEED GOLF training system, an innovative approach to golf swing training.

10. After two years of concept development, Superspeed was launched in the fall of 2014.

11. It has since become the number one trusted brand in golf swing training around the world.

12. Superspeed sells to clients in over forty countries.

13. In 2019 alone, 38,000 units of the SUPERSPEED GOLF training system were sold.

14. Now, more than 100,000 units have now been sold, and that number continues to increase.

15. Superspeed has received significant media and industry attention.¹

16. Many tour professionals use Superspeed's products, including well known golfers like Phil Mickelson.²

17. Because of this success, Superspeed has been able to grow its staff and now deals with many international partners.

18. Others, apparently aware of Superspeed's success, chose to adopt the same business model and similar training products and protocols.

19. While competition is healthy, certain companies engage in unfair competition by infringing Superspeed's trademarks.

20. This action has been filed to combat trademark infringement, counterfeiting, and unfair competition by Defendant who uses a trademark confusingly similar to Superspeed's to deceive consumers into purchasing its knock off products or even counterfeits. As a result of Defendant's tortious conduct, Superspeed has been damaged monetarily, the goodwill in its brand has suffered, and consumers who have been confused by Defendant's infringing trademark have been harmed.

¹ A small sample of coverage in the past few years includes *SuperSpeed Golf review: how to bomb it like Bryson in just six weeks*, Golfmagic.com (Sept. 25, 2020) available at <https://www.golfmagic.com/reviews/equipment/superspeed-golf-review-how-bomb-it-bryson-just-six-weeks>; Pelizzaro, J., 293: *Mike Napoleon & Kyle Shay [Superspeed Golf]*, 18 Strong (July 10, 2020) available at <https://18strong.com/293-superspeed-golf/>; Kerr-Dineen, L., *Superspeed swing speed challenge (week 4): excuses and fake injuries*, Golf.com (Feb. 26, 2020), available at, <https://golf.com/instruction/fitness/superspeed-swing-speed-challenge-week-4/>; *Train your body to swing faster with SuperSpeed Golf*, Junior Golf Live (July 31, 2019) available at <https://juniorgolfive.com/superspeed-golf/>; Neil D., *What the worlds best are using to create "super speed" with Michael napoleon and Kyle Shay*, Me and My Golf (Feb. 12, 2019) available at <https://meandmygolf.com/what-the-worlds-best-are-using-to-create-super-speed-with-michael-napoleon-and-kyle-shay-28/>; Pelizzaro, J., 189: *Everything you want to know about Superspeed Golf | Mike Napoleon & Kyle Shay*, 18 Strong (Apr. 28, 2018) available at <https://18strong.com/superspeed-golf/>; Patel, A., *The Basics of Superspeed Golf*, GLT Golf, available at <https://www.gltgolf.com/golf-news-tips/golf-equipment/basics-superspeed-golf.html>.

² Sherman, J., *How Phil Mickelson added club head speed (and you can too)*, Practical-Golf.com, available at, <https://practical-golf.com/phil-mickelson-driver-swing-speed/>.

Superspeed's Relevant Rights

21. Superspeed Golf owns a registration for the mark SUPERSPEED GOLF for Golf training equipment, namely clubs and specially adapted weight attachments as well as Golf instruction and training. The United States Patent and Trademark Office (“USPTO”) issued registration number 5220806 for this trademark registration. It also owns application serial number 88299120 for S Superspeed Certified (and Design) for golf instruction and training in Class B.

22. Superspeed Golf has extensive common law rights in SUPERSPEED GOLF for its products and services.

23. Superspeed has invested substantial time, money, and effort to build up consumer recognition, awareness, and goodwill in its brand and products. These include extensive advertising, interviews, and in-person demonstrations of its products and training in the United States and throughout the world.

24. Superspeed's success is also owed to the interest consumers themselves have generated, so-called “word of mouth” notoriety.

25. As a result of Superspeed's efforts, consumers are aware of Superspeed's product and services and its SUPERSPEED GOLF mark, which they associate exclusively with Superspeed.

26. Superspeed Golf's marks are distinctive.

Konday's Wrongful Actions

27. Konday uses a trademark that is either identical or confusingly similar to SUPERSPEED GOLF to sell competing products on Alibaba.com.

28. Exhibit 1 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62197491116-816137562/Golf_swing_trainer_Super_speed_tempo_practice.html?spm=a2700.shop_plgr.41413.9.122743ddZ005r4

29. Exhibit 2 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62405935742-816137562/Golf_Super_Speed_Swing_Trainer_Golf_Training_Aids.html?spm=a2700.shop_plgr.41413.12.122743ddZ005r4

30. Exhibit 3 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/1600080907330-816137562/Golf_Super_Speed_Swing_Trainer_For_Kids_Golf_Training_Aids_Golf_Swing_Trainer.html?spm=a2700.shop_plgr.41413.14.122743ddZ005r4

31. Exhibit 4 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62407044134-816137562/New_Fashion_Golf_Super_Speed_Swing_Trainer_Golf_Swing_Trainer.html?spm=a2700.shop_plgr.41413.16.122743ddZ005r4

32. Exhibit 5 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62405381308-816137562/New_Arrival_Golf_Super_Speed_Swing_Trainer.html?spm=a2700.shop_plgr.41413.18.122743ddZ005r4

33. Exhibit 6 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62200402233-200311042/Training_aids_golf_swing_golf_super_speed_practice_stick_trainer.html?spm=a2700.shop_plgr.41413.20.122743ddZ005r4

34. Exhibit 7 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62310040832-816137562/golf_super_speed_swing_trainer_golf_swing_trainer_aids.html?spm=a2700.shop_plgr.41413.22.122743ddZ005r4

35. Exhibit 8 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/1600065043608-816137562/Super_Speed_Tempo_Swing_Training_Aids.html?spm=a2700.shop_plgr.41413.24.122743ddZ005r4

36. Exhibit 9 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/1600077395338-200311042/Training_aids_golf_swing_golf_super_speed_practice_stick_trainer.html?spm=a2700.shop_plgr.41413.26.122743ddZ005r4

37. Exhibit 10 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62196931279-816137562/2020_Super_Speed_Tempo_Swing_Training_Aids.html?spm=a2700.shop_plgr.41413.30.122743ddZ005r4

38. Exhibit 11 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62197728390-816137562/Golf_swing_trainer_muscle_memory_club_head_super_speed_practice.html?spm=a2700.shop_plgr.41413.32.122743ddZ005r4

39. Exhibit 12 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62200373496-200311042/Golf_training_aids_Super_speed_golf_swing_practice.html?spm=a2700.shop_plgr.41413.33.122743ddZ005r4

40. Exhibit 13 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62407563019-200311042/Super_speed_Golf_swing_training_aids.html?spm=a2700.shop_plgr.41413.35.122743ddZ005r4

41. Exhibit 14 is a true and correct screenshot of a Konday product listing taken on June 30, 2021 from the Alibaba online listing at the following URL:

https://konday.en.alibaba.com/product/62198457822-816137562/Golf_swing_trainer_golf_super_speed_practice_training_aids.html?spm=a2700.shop_plgr.41413.37.122743ddZ005r4

42. In the listings identified in paragraphs 28-41, Konday uses either Superspeed's SUPERSPEED GOLF or a trademark confusingly similar to Superspeed's SUPERSPEED GOLF to market its competing golf training products.

43. In the listings identified in paragraphs 28-41, Konday uses either Superspeed's SUPERSPEED GOLF or a trademark confusingly similar in the product listing for its knock off products.

44. Superspeed did not authorize Konday's use of SUPERSPEED GOLF or a confusingly similar trademark in connection with golf training apparatus.

45. Upon information and belief, Konday's efforts are calculated to manipulate search queries on Alibaba.com and conduct search engine optimization to attract consumers to Konday's online stores and deceive consumers into believing that they are purchasing genuine SUPERSPEED GOLF products.

Count I
Trademark Infringement and Counterfeiting
15 U.S.C. § 1114

46. Superspeed incorporates all the allegations above as if restated here.

47. Konday's use of its identical and confusingly similar trademarks in its product listings are likely to cause consumer confusion with Superspeed and its SUPERSPEED GOLF marks.

48. Konday's use of its trademarks is use "in commerce" under the Trademark Act.

49. The mark Konday used is identical or confusingly similar to Superspeed's SUPERSPEED GOLF mark.

50. Konday is selling the same type of products as covered by Superspeed's registered SUPERSPEED GOLF mark.

51. Konday's use of SUPERSPEED GOLF or a confusingly similar variation of this mark in connection with the sale or advertising of its goods is likely to cause confusion as to the source, sponsorship, affiliation, or approval of the goods or services.

52. Superspeed has been damaged by these infringing activities at an amount to be determined through discovery.

53. Upon information and belief, Konday's actions were willful, knowing, and intentional.

Count II
Unfair Competition Under 15 U.S.C. § 1125(a)

54. Superspeed Golf incorporates all the allegations above as if restated here.

55. Konday's use of its trademarks is likely to cause confusion or mistake and cause consumers to believe that Konday is connected to, associated with, or affiliated with Superspeed or that Konday's goods were sponsored or approved of by Superspeed.

56. Upon information and belief, Konday's actions were willful, knowing, and intentional.

57. Superspeed has been damaged by these infringing activities in an amount to be determined through discovery.

Count III
Violation of the Illinois Uniform Deceptive Trade Practices Act 815 ILCS § 510, et seq.

58. Superspeed Golf incorporates all the allegations above as if restated here.

59. Konday has engaged in acts violating Illinois law, including, but not limited to, causing a likelihood of confusion or misunderstanding about the source of its goods offered for sale in Illinois.

60. This violates the Illinois Uniform Deceptive Trade Practices Act.

61. Konday's conduct caused Superspeed to suffer damage to its reputation and goodwill.

62. Konday has obtained profits it would not have otherwise realized absent infringement of Superspeed's SUPERSPEED GOLF mark.

Request for relief

WHEREFORE, Superspeed Golf, LLC requests that this Court enter judgment against Shenzhen Konday Sports Co., Ltd. as follows:

- A. Entering Judgment against Shenzhen Konday Sports Co., Ltd. and for Superspeed Golf, LLC on all counts;
- B. Finding Shenzhen Konday Sports Co., Ltd.'s activities were conducted willfully and for profit;
- C. Awarding Superspeed Golf, LLC profits and the damages resulting from Shenzhen Konday Sports Co., Ltd.'s infringing conduct;
- D. Awarding Superspeed Golf, LLC profits and the damages resulting from Shenzhen Konday Sports Co., Ltd.'s acts of unfair competition;
- E. In the alternative to actual damages, awarding Superspeed Golf, LLC statutory damages for Shenzhen Konday Sports Co., Ltd.'s acts of counterfeiting;
- F. Awarding Superspeed Golf, LLC treble, punitive, or otherwise enhanced damages, as available, for Shenzhen Konday Sports Co., Ltd.'s willful acts;
- G. Finding that this case is an "exceptional case" under the Lanham Act;
- H. Awarding Superspeed Golf, LLC its costs of suit and attorneys' fees to have and recover from Shenzhen Konday Sports Co., Ltd;
- I. Ordering Shenzhen Konday Sports Co., Ltd, its affiliates, officers, agents, servants, employees, attorneys, confederates, and all persons acting for, with, by, through, under, or in active concert with it be temporarily, preliminarily, and permanently enjoined and restrained from:
 - i. using SUPERSPEED GOLF or any reproductions, copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for

- sale, or sale of any product that is not an authorized SUPERSPEED GOLF product, or is not authorized by Superspeed Golf, LLC to be sold in connection with SUPERSPEED GOLF or a trademark likely to cause consumer confusion;
- ii. passing off, inducing, or enabling others to sell or pass off any product not produced under the authorization, control, or supervision of Superspeed Golf, LLC and approved by Superspeed Golf, LLC for sale under the SUPERSPEED GOLF mark or a trademark that is likely to cause consumer confusion;
 - iii. shipping, delivering, holding for sale, transferring, or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not authorized by Superspeed Golf, LLC to be sold or offered for sale, and which use the SUPERSPEED GOLF mark or a trademark that is likely to cause consumer confusion;
 - iv. further infringing Superspeed Golf, LLC's trademarks and damaging its goodwill;
 - v. using, linking to, transferring, selling, exercising control over, or otherwise owning the online marketplace accounts, Shenzhen Konday Sports Co., Ltd.'s internet stores and listings, its product listings, or any other domain name or online marketplace account that is being used to sell products or inventory not authorized by Superspeed Golf, LLC under the SUPERSPEED GOLF mark or a trademark that is likely to cause consumer confusion;
 - vi. operating and/or hosting websites at the online marketplace accounts in the Complaint, and any other domain names registered to or operated by Shenzhen Konday Sports Co., Ltd. that are involved with the distribution, marketing, advertising, offering for sale, or sale of products or inventory not authorized by Superspeed Golf,

LLC under the SUPERSPEED GOLF or a trademark likely to cause consumer confusion;

J. Entry of an Order that, upon Plaintiffs' request, those in privity with Shenzhen Konday Sports Co., Ltd. and those with notice of the injunction, including any online marketplaces and payment processors, such as eBay, Amazon, Wish, iOffer, and Alibaba Group Holding Ltd., Alipay.com Co., Ltd., and any related Alibaba entities (collectively, "Alibaba"), social media platforms, Facebook, YouTube, LinkedIn, Twitter, Internet search engines such as Google, Bing, and Yahoo, web hosts, and domain name registrars, shall:

- i. disable and cease providing services for any accounts through which Shenzhen Konday Sports Co., Ltd. engages in the sale of products not authorized by Superspeed Golf, LLC which either bear its trademarks or trademarks that are likely to cause consumer confusion, including accounts identified in this Complaint;
- ii. disable and cease displaying any advertisements used by or associated with Shenzhen Konday Sports Co., Ltd. in connection with the sale of products not authorized by Superspeed Golf, LLC which either bear its trademarks or trademarks that are likely to cause consumer confusion; and,
- iii. take all steps necessary to prevent links to Shenzhen Konday Sports Co., Ltd.'s online stores identified in this Complaint from displaying in search results, including, but not limited to, removing links from any search index.

K. Granting Superspeed Golf, LLC such other and further relief as justice requires.

Jury Demand

Superspeed Golf, LLC demands a trial by jury on all triable issues under Federal Rule of Civil Procedure 38.

Respectfully submitted,
Superspeed Golf, LLC by,

/s/John T.D. Bathke
John T.D. Bathke (6305438)
Phillips & Bathke, P.C.
4541 North Prospect Road
Suite 300A
Peoria, Illinois 61616
Tel: (309) 598-2028
Email: jtodb@pb-iplaw.com
Attorney for Plaintiffs

/jlap/
Jonathan LA Phillips (6302752)
Phillips & Bathke, P.C.
4541 North Prospect Road
Suite 300A
Peoria, Illinois 61616
Tel: (309) 598-2028
Email: jlap@pb-iplaw.com
Attorney for Plaintiffs